NON-DISCLOSURE AGREEMENT
FOR BPN/CCR (EXTRACT) INFORMATION

1. To carry out the duties as the information dissemination (ID) source for the Business Partner Network (BPN)/Central Contractor Registry (CCR), the Defense Logistic Information Service (DLIS) may disclose information to authorized representatives of the United States (U.S.) Government. This Non-Disclosure Agreement ("Agreement") covers information provided to the Department of Defense (DoD) under a mandate for federal contractors as described in 48 CFR, Parts 204, 212, and 252 and the Debt Collection Improvement Act of 1996, Public Law 104-134. The disclosure of such information to the public or outside of the government shall be in accordance with all conditions and limitations set forth herein.

2. This Agreement is entered into this ___ day of _____, 20___, between DLIS and _____, (hereinafter "Data Receiver"), with an expected duration of one year. The Data Receiver has a requirement for such data to perform certain tasks on behalf of the U.S. Federal Government, which is **described in the box below**. Include a diagram of your System Architecture. Because of this requirement, the Data Receiver is considered "authorized" for the purpose of this Agreement.

3. DLIS hereby determines that disclosure of information described in paragraphs 1 and 4 is necessary so that the Data Receiver may perform the duties required of them by the U.S. Federal Government.

4. Extracts available include **(please circle the Extract you are requesting):**
    a. Master Proprietary Extract
    b. Master Sensitive Extract
    c. Master Marketing Partner ID Number (MPIN) Extract
    d. Master Complete Extract

5. DLIS shall grant access to information described in paragraphs 1 and 4 for each year that a completed Non-Disclosure form is submitted until the Data Receiver requests termination of access or DLIS terminates access. ** This Non-Disclosure Agreement <u>must</u> be renewed each year.

6. The Data Receiver accepts the obligations contained in this Agreement in consideration of being granted access to the information described in paragraphs 1 and 4. The Data Receiver acknowledges that all obligations imposed by this agreement concerning the use and disclosure of such information apply for the duration of the requirement and at all times thereafter.

Non-Disclosure Agreement For BPN/CCR (Extract) Information

7. The Data Receiver agrees that it shall use the information described in paragraphs 1 and 4 only for the purpose of the work required by the U.S. Federal Government and shall not use such data for commercial purposes.

8. The Data Receiver agrees it shall not disclose or provide access to information described in paragraphs 1 and 4 to anyone unless it has verified that the recipient has been properly authorized to receive such information, e.g., employees of the Data Receiver or contractors who have signed Employee/Subcontractor Non-Disclosure Agreements pursuant to this Agreement and that information be furnished to DLIS.

9. The Data Receiver agrees to adopt operating procedures and physical security measures to properly safeguard such information from unauthorized use and from disclosure or release to unauthorized third parties.

10. The Data Receiver agrees to return to DLIS all copies of any abstracts or extracts of data described in paragraphs 1 and 4, of which it has possession pursuant to this Agreement, upon request of DLIS or the completion or termination of the tasks set forth by the U.S. Federal Government, whichever comes first.

11. The Data Receiver agrees to obtain a written agreement to honor the terms of the Agreement from each contractor, sub-contractor, and employee of the contractor or subcontractor who will have access to such information before the contractor, sub-contractor, or employee is allowed such access.

12. The Data Receiver hereby acknowledges that no contractor, sub-contractor, consultant, or employee who will have access to such information is debarred, suspended, or otherwise ineligible to perform on a U.S. Federal Government contract.

13. The Data Receiver hereby acknowledges that any violation or breach of this Agreement on the part of a contractor, sub-contractor, consultant, or any employee of a contractor or sub-contractor shall constitute grounds for termination of access to such information; suit for damages; suit to enforce the Agreement—including, but not limited to, application for a court order prohibiting disclosure or use of information in violation or breach of this Agreement; and/or suit for civil fines or penalties. The Data Receiver further acknowledges that the unauthorized use, disclosure, or retention of the information may constitute a violation of the U.S. criminal laws, including provisions of sections 641, 793, 794, and 1905, title 18 U.S. Code, and that nothing in this Agreement constitutes a waiver by the U.S. of the right to prosecute for any statutory violation.

NOTE: Any changes to receipt of Extracts must be communicated in writing. This would include but is not limited to disabling access, changing POC, adding POC, changing Org code, etc.

<u>Non-Disclosure Agreement For BPN/CCR (Extract) Information</u>

<u>Acknowledging Party</u>

Signature: _____

Printed Name: _____

Social Security Number: _____

Title: _____

Company: _____

Office/Dept: _____

Project: _____

Commercial Phone: _____ DSN: _____

Email Address: _____

IP Address: _____

Date: _____

<u>Security Verification</u>

This portion must be completed by your federal agency's Security Officer. Requests received without annotation and signature will be returned without further action.

Verification of Security for requester named above:

Employee Name: _____

Type of Investigation: _____Completed on: _____

By (Agency):   _____

ADP Level: _____

Signature of Security Representative: _____

Printed: _____

Title: _____ Date: _____

Commercial Phone: _____ DSN: _____

Non-Disclosure Agreement For BPN/CCR (Extract) Information

Non-Disclosure Statement: Each contractor requesting access to CCR Extract Data must sign this statement. If the acknowledging individual is not a Government employee, a Government Contracting Officer Representative must be provided below.

Sponsor Information

This block must be completed and signed by the U.S. Government Contracting Officer Representative (COR).

U.S. Government Sponsor Branch of Service: _____
(Example: Navy, Air Force, NASA, Dept of Treasury)

Major Command: _____
(Example: Naval Supply Command, Bureau of Public Debt, etc.)

Government Contract Officer Representative (COR): By signing this block, you agree that the contractor named above needs access to CCR data in order to perform their contractual obligations at your agency.

COR Signature: _____

Printed: _____

Office Symbol/Code/Mail Stop: _____

Organization: _____

Street/PO Box: _____

City/State/ZIP Code: _____

City/Country (If APO or FPO address): _____

Commercial Phone: _____ DSN: _____

Email Address: _____

FAX: _____

Agency URL: _____

Contractor URL: _____

Date: _____

Non-Disclosure Agreement For BPN/CCR (Extract) Information

Recommending Official: CCR Program Manager

Signature of Recommending Official: _____

Printed Name: Stanley Dubowski

Date: _____

Approving Official: CCR Data Steward

Signature of Approving Official: _____

Printed Name: Terrence D. Hunt

Date: _____